

B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

## PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**CHENAVARI FINANCIAL ADVISORS LTD**  
Name of Transferee

**LUZERNER KANTONALBANK AG**  
Name of Transferor

Name and Address where notices to transferee should be sent:

**Guilhem Goyard**  
**Managing Director**  
**1 Grosvenor Place**  
**London SW1X 7JH**  
**UNITED KINGDOM**  
**Phone: +44-207-259-3611**  
**Email: [Guilhem.goyard@chenavari.com](mailto:Guilhem.goyard@chenavari.com)**

Court Claim # (if known): **44605**  
Total Amount of Claim Filed: \$3,796,997.40  
Amount of Claim Transferred:\$1,323,196.06  
ISIN/CUSIP: XS0302350888  
Date Claim Filed: October 23, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferee's Agent  
*Guilhem Goyard*

Date: December 22, 2011

Form 210B (12/09)

## United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### **NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

Claim No. **44605** was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on December 22, 2011.

**LUZERNER KANTONALBANK AG**

Name of Alleged Transferor

**CHENAVARI FINANCIAL ADVISORS LTD**

Name of Transferee

Address of Alleged Transferor:

Address of Transferee:

**1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM**

#### **~DEADLINE TO OBJECT TO TRANSFER~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

**CLERK OF THE COURT**

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

*TO: THE DEBTOR AND THE BANKRUPTCY COURT*

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Luzerner Kantonalbank AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Chenavari Financial Advisors Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest and recovery, to the extent of 34.84848 per cent. (34.84848%) of the claim as specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 44605 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable legal and beneficial title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not entitled to priority under the Bankruptcy Code and are not subordinated; (g) there have been no objections filed against Seller or Predecessor in respect of the Transferred Claims; and (h) neither the Transferred Claims nor any portion thereof is subject to any claim or right of setoff, or pending reduction, recoupment, impairment, avoidance, disallowance, or subordination, and neither Seller nor Predecessor has received any notice that the Transferred Claims are void or voidable or subject to any pending disallowance, reduction, impairment or objection of any kind.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges

and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein or (b) Seller or Predecessor seeking to implement the prior purchase as defined in paragraph 7 below between Predecessor and Seller.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

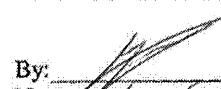
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. In the event that the purchase taking place prior to the Transferred Claim is not successfully completed for any reason whatsoever, any purchase price paid by the Purchaser under this Agreement and Evidence of Transfer of Claim shall be returned to the Purchaser and the delivery obligations of the Seller under this Agreement shall be cancelled.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22<sup>nd</sup> day of December 2011.

Luzerner Kantonalbank AG

By:   
Name: Troy Bobbi   
Title: Vice President Peter Felday  
Vice President

Pilatusstrasse 12  
Postfach  
CH-6002 Luzern  
SWITZERLAND

Chenavari Financial Advisors Ltd

By:   
Name: F. Colvin C.  
Title: Director

1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM

SCHEDULE I

Transferred Claims

Purchased Claim

34.84848%, being US\$ 1,323,196.06 of US\$ 3,796,997.40 (the outstanding amount of the Proof of Claim as of December 22, 2011 together with interest, fees, expenses and other recoveries due), corresponding equally to 34.84848% of the total recovery in respect of the Claim, together with commensurate interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
Issue of EUR 22,500,000 Equity Linked Notes due June 2010 relating to a Basket of Shares, Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Program	XKS0302350888	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$ 1,323,196.06 Equivalent to EUR 920,000 (fx 1.438256387 EUR/USD)	June 8, 2010

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**CHENAVARI FINANCIAL ADVISORS LTD**  
Name of Transferee

Name and Address where notices to transferee should be sent:

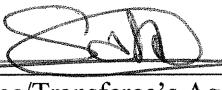
**Guilhem Goyard**  
**Managing Director**  
**1 Grosvenor Place**  
**London SW1X 7JH**  
**UNITED KINGDOM**  
**Phone: +44-207-259-3611**  
**Email: Guilhem.goyard@chenavari.com**

**LUZERNER KANTONALBANK AG**  
Name of Transferor

Court Claim # (if known): **44573**  
Total Amount of Claim Filed: \$7,136,224.35  
Amount of Claim Transferred:\$1,916,766.33  
ISIN/CUSIP: CH0027120648  
Date Claim Filed: October 23, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferee's Agent

*Guilhem Goyard*

Date: December 22, 2011

Form 210B (12/09)

# United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

## **NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

Claim No. **44573** was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on December 22, 2011.

**LUZERNER KANTONALBANK AG**

Name of Alleged Transferor

**CHENAVARI FINANCIAL ADVISORS LTD**

Name of Transferee

Address of Alleged Transferor:

Address of Transferee:

**1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM**

### **~~DEADLINE TO OBJECT TO TRANSFER~~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

**CLERK OF THE COURT**

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Luzerner Kantonalbank AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Chenavari Financial Advisors Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest and recovery, to the extent of 26.85967 per cent. (26.85967%) of the claim as specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 44573 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable legal and beneficial title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not entitled to priority under the Bankruptcy Code and are not subordinated; (g) there have been no objections filed against Seller or Predecessor in respect of the Transferred Claims; and (h) neither the Transferred Claims nor any portion thereof is subject to any claim or right of setoff, or pending reduction, recoupment, impairment, avoidance, disallowance, or subordination, and neither Seller nor Predecessor has received any notice that the Transferred Claims are void or voidable or subject to any pending disallowance, reduction, impairment or objection of any kind.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges

and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein or (b) Seller or Predecessor seeking to implement the prior purchase as defined in paragraph 7 below between Predecessor and Seller.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

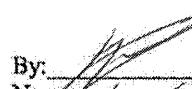
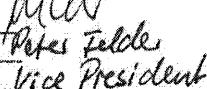
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. In the event that the purchase taking place prior to the Transferred Claim is not successfully completed for any reason whatsoever, any purchase price paid by the Purchaser under this Agreement and Evidence of Transfer of Claim shall be returned to the Purchaser and the delivery obligations of the Seller under this Agreement shall be cancelled.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

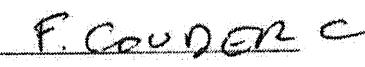
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22<sup>nd</sup> day of December 2011.

Luzerner Kantonalbank AG

By:   
Name: Peter Boller   
Title: Vice President 

Pilatusstrasse 12  
Postfach  
CH-6002 Luzern  
SWITZERLAND

Chenavari Financial Advisors Ltd

By:   
Name: F. COUDER  
Title: DIRECTOR

1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM

SCHEDULE 1

Transferred Claims

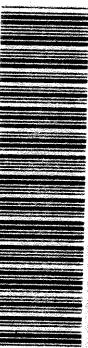
Purchased Claim

26.85967%, being US\$ 1,916,766.33 of US\$ 7,136,224.35 (the outstanding amount of the Proof of Claim as of December 22, 2011 together with interest, fees, expenses and other recoveries due), corresponding equally to 26.85967% of the total recovery in respect of the Claim, together with commensurate interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
Issue of EUR 30,000,000 Capital Protected Certificates on a Basket of Shares due February, 2010, Guaranteed by Lehman Brothers Holdings Inc.	CH0027120648	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$ 1,916,766.33 Equivalent to EUR1,336,000 (Ex 1.434705 EUR/USD)	February 2, 2010

**Zolldeklaration 1  
Déclaration en douane 1  
Dichiarazione doganale 1  
Customs declaration 1**



TT 242 504 058 CH

**242 504 058 CH**

**2 Expéditeur**

Sender

John-Pierre Wyters

CH-DAVID NIVENS

1660 CHATEAUZIEUX

Ref. client: CH-910 1660 CHATEAUZIEUX

Customer ref.: CH-910 1660 CHATEAUZIEUX

N°tél: 0041269243474

Phone No: ⑩ 0041269243474

⑥ Documents bei Goods:  Merchandise  Present  Samples

Retour de marchandises:  Autres:  Other

Returned Goods:  Other:  Other

⑦ Poids brut total / total gross weight:  0 kg  0.09 g

E-Mail Expediteur: E-Mail sender

⑧ Quantité:  ⑨ Description détaillée du contenu / Detailed description of contents:

10 kg to destination Country:  10 kg to destination Country:

15 kg to destination Country:  15 kg to destination Country:

20 kg to destination Country:  20 kg to destination Country:

30 kg to destination Country:  30 kg to destination Country:

40 kg to destination Country:  40 kg to destination Country:

50 kg to destination Country:  50 kg to destination Country:

60 kg to destination Country:  60 kg to destination Country:

70 kg to destination Country:  70 kg to destination Country:

80 kg to destination Country:  80 kg to destination Country:

90 kg to destination Country:  90 kg to destination Country:

100 kg to destination Country:  100 kg to destination Country:

110 kg to destination Country:  110 kg to destination Country:

120 kg to destination Country:  120 kg to destination Country:

130 kg to destination Country:  130 kg to destination Country:

140 kg to destination Country:  140 kg to destination Country:

150 kg to destination Country:  150 kg to destination Country:

160 kg to destination Country:  160 kg to destination Country:

**3 Destinataire**

Adresse:

N°tél: ① 6462822500

Phone No: ① 6462822500

Name: LEHMAN BROTHERS

Name: LEHMAN BROTHERS

Rue: 100 BROAD ST

Street: 100 BROAD ST

SOLUTIONS UNIT

BANK HOLDING

COMPANY

100 BROAD ST

NEW YORK

USA

ZIP Code / City: FDR STATION

Pays / Country: USA

Code ISO du pays et NPA: ④ US - NY - 100-5076

Country ISO Code and ZIP Code: ④ US - NY - 100-5076

VAT No of the addressee: ⑤ 03 - NY - 100-5076

VAT No of the addressee: ⑤ 03 - NY - 100-5076

N° tarifaire / Tariff No: ⑥ 10 - NY - 100-5076

N° tarifaire / Tariff No: ⑥ 10 - NY - 100-5076

Cle' Code: ⑦ 10 - NY - 100-5076

Cle' Code: ⑦ 10 - NY - 100-5076

Poids net / Net weight: ⑧ 11 - NY - 100-5076

Poids net / Net weight: ⑧ 11 - NY - 100-5076

Value en CHF / Value in CHF: ⑫ 12 - NY - 100-5076

Value en CHF / Value in CHF: ⑫ 12 - NY - 100-5076

Origin: ⑬ 13 - NY - 100-5076

Origin: ⑬ 13 - NY - 100-5076

14 - NY - 100-5076

15 - NY - 100-5076

16 - NY - 100-5076

17 - NY - 100-5076

18 - NY - 100-5076

19 - NY - 100-5076

20 - NY - 100-5076

21 - NY - 100-5076

22 - NY - 100-5076

23 - NY - 100-5076

24 - NY - 100-5076

25 - NY - 100-5076

26 - NY - 100-5076

27 - NY - 100-5076

28 - NY - 100-5076

29 - NY - 100-5076

30 - NY - 100-5076

31 - NY - 100-5076

32 - NY - 100-5076

33 - NY - 100-5076

34 - NY - 100-5076

35 - NY - 100-5076

36 - NY - 100-5076

37 - NY - 100-5076

38 - NY - 100-5076

39 - NY - 100-5076

40 - NY - 100-5076

41 - NY - 100-5076

42 - NY - 100-5076

43 - NY - 100-5076

44 - NY - 100-5076

45 - NY - 100-5076

46 - NY - 100-5076

47 - NY - 100-5076

48 - NY - 100-5076

49 - NY - 100-5076

50 - NY - 100-5076

51 - NY - 100-5076

52 - NY - 100-5076

53 - NY - 100-5076

54 - NY - 100-5076

55 - NY - 100-5076

56 - NY - 100-5076

57 - NY - 100-5076

58 - NY - 100-5076

59 - NY - 100-5076

60 - NY - 100-5076

61 - NY - 100-5076

62 - NY - 100-5076

63 - NY - 100-5076

64 - NY - 100-5076

65 - NY - 100-5076

66 - NY - 100-5076

67 - NY - 100-5076

68 - NY - 100-5076

69 - NY - 100-5076

70 - NY - 100-5076

71 - NY - 100-5076

72 - NY - 100-5076

73 - NY - 100-5076

74 - NY - 100-5076

75 - NY - 100-5076

76 - NY - 100-5076

77 - NY - 100-5076

78 - NY - 100-5076

79 - NY - 100-5076

80 - NY - 100-5076

81 - NY - 100-5076

82 - NY - 100-5076

83 - NY - 100-5076

84 - NY - 100-5076

85 - NY - 100-5076

86 - NY - 100-5076

87 - NY - 100-5076

88 - NY - 100-5076

89 - NY - 100-5076

90 - NY - 100-5076

91 - NY - 100-5076

92 - NY - 100-5076

93 - NY - 100-5076

94 - NY - 100-5076

95 - NY - 100-5076

96 - NY - 100-5076

97 - NY - 100-5076

98 - NY - 100-5076

99 - NY - 100-5076

100 - NY - 100-5076

101 - NY - 100-5076

102 - NY - 100-5076

103 - NY - 100-5076

104 - NY - 100-5076

105 - NY - 100-5076

106 - NY - 100-5076

107 - NY - 100-5076

108 - NY - 100-5076

109 - NY - 100-5076

110 - NY - 100-5076

111 - NY - 100-5076

112 - NY - 100-5076

113 - NY - 100-5076

114 - NY - 100-5076

115 - NY - 100-5076

116 - NY - 100-5076

117 - NY - 100-5076

118 - NY - 100-5076

119 - NY - 100-5076

120 - NY - 100-5076

121 - NY - 100-5076

122 - NY - 100-5076

123 - NY - 100-5076

124 - NY - 100-5076

125 - NY - 100-5076

126 - NY - 100-5076

127 - NY - 100-5076

128 - NY - 100-5076

129 - NY - 100-5076

130 - NY - 100-5076

131 - NY - 100-5076

132 - NY - 100-5076

133 - NY - 100-5076

134 - NY - 100-5076

135 - NY - 100-5076

136 - NY - 100-5076

137 - NY - 100-5076

138 - NY - 100-5076

139 - NY - 100-5076

140 - NY - 100-5076

141 - NY - 100-5076

142 - NY - 100-5076

143 - NY - 100-5076

144 - NY - 100-5076

145 - NY - 100-5076

146 - NY - 100-5076

147 - NY - 100-5076

148 - NY - 100-5076

149 - NY - 100-5076

150 - NY - 100-5076

151 - NY - 100-5076

152 - NY - 100-5076

153 - NY - 100-5076

154 - NY - 100-5076

155 - NY - 100-5076

156 - NY - 100-5076

157 - NY - 100-5076

158 - NY - 100-5076

159 - NY - 100-5076

160 - NY - 100-5076

161 - NY - 100-5076

162 - NY - 100-5076

163 - NY - 100-5076

164 - NY - 100-5076

165 - NY - 100-5076

166 - NY - 100-5076

167 - NY - 100-5076

168 - NY - 100-5076

169 - NY - 100-5076

170 - NY - 100-5076

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**CHENAVARI FINANCIAL ADVISORS LTD**  
Name of Transferee

**LUZERNER KANTONALBANK AG**  
Name of Transferor

Name and Address where notices to transferee should be sent:

**Guilhem Goyard**  
**Managing Director**  
**1 Grosvenor Place**  
**London SW1X 7JH**  
**UNITED KINGDOM**  
**Phone: +44-207-259-3611**  
**Email: Guilhem.goyard@chenavari.com**

Court Claim # (if known): **44610**  
Total Amount of Claim Filed: \$4,328,264.52  
Amount of Claim Transferred:\$1,011,396.24  
ISIN/CUSIP: XS0274443422  
Date Claim Filed: October 23, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferee's Agent  
Guilhem Goyard

Date: December 22, 2011

Form 210B (12/09)

# United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

## **NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

Claim No. **44610** was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on December 22, 2011.

**LUZERNER KANTONALBANK AG**  
Name of Alleged Transferor

**CHENAVARI FINANCIAL ADVISORS LTD**  
Name of Transferee

Address of Alleged Transferor:

Address of Transferee:

**1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM**

### **~~DEADLINE TO OBJECT TO TRANSFER~~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

**CLERK OF THE COURT**

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Luzerner Kantonalbank AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Chenavari Financial Advisors Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest and recovery, to the extent of 23.36725 per cent. (23.36725%) of the claim as specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 44610 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable legal and beneficial title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not entitled to priority under the Bankruptcy Code and are not subordinated; (g) there have been no objections filed against Seller or Predecessor in respect of the Transferred Claims; and (h) neither the Transferred Claims nor any portion thereof is subject to any claim or right of setoff, or pending reduction, recoupment, impairment, avoidance, disallowance, or subordination, and neither Seller nor Predecessor has received any notice that the Transferred Claims are void or voidable or subject to any pending disallowance, reduction, impairment or objection of any kind.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges

and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein or (b) Seller or Predecessor seeking to implement the prior purchase as defined in paragraph 7 below between Predecessor and Seller.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. In the event that the purchase taking place prior to the Transferred Claim is not successfully completed for any reason whatsoever, any purchase price paid by the Purchaser under this Agreement and Evidence of Transfer of Claim shall be returned to the Purchaser and the delivery obligations of the Seller under this Agreement shall be cancelled.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22<sup>nd</sup> day of December 2011.

Luzerner Kantonalbank AG

Chenavari Financial Advisors Ltd

By:

Name: Peter Gubler Peter Telcher  
Title: Vice President Vice President

Pilatusstrasse 12  
Postfach  
CH-6002 Luzern  
SWITZERLAND

By:

Name: F. COOPER  
Title: Director

1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM

SCHEDULE 1

Transferred Claims

Purchased Claim

23.36725%, being US\$ 1,011,396.24 of US\$ 4,328,264.52 (the outstanding amount of the Proof of Claim as of December 22, 2011 together with interest, fees, expenses and other recoveries due), corresponding equally to 23.36725% of the total recovery in respect of the Claim, together with commensurate interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
Issue of EUR 10,000,000 Index Linked Redemption Notes due November 2011, Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Program	XS0274443422	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$ 1,011,396.24 Equivalent to EUR712,000 (fx 1.420500 EUR/USD)	November 18, 2011

B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

## PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**CHENAVARI FINANCIAL ADVISORS LTD**  
Name of Transferee

**ICCREA Banca S.p.A.**  
Name of Transferor

Name and Address where notices to transferee should be sent:

**Guilhem Goyard**  
**Managing Director**  
**1 Grosvenor Place**  
**London SW1X 7JH**  
**UNITED KINGDOM**  
**Phone: +44-207-259-3611**  
**Email: Guilhem.goyard@chenavari.com**

Court Claim #: 58221  
Total Amount of Claim Filed: \$7,075,500.00  
Amount of Claim Transferred: \$7,075,500.00  
ISIN/CUSIP: XS0352310485  
Date Claim Filed: October 30, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferee's Agent  
l/o Guilhem Goyard .

Date: December 21, 2011

Form 210B (12/09)

# United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

## NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. **58221** was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on December 21, 2011.

**ICCREA BANCA S.P.A.**

Name of Alleged Transferor

**CHENAVARI FINANCIAL ADVISORS LTD**

Name of Transferee

Address of Alleged Transferor:

Address of Transferee:

**1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM**

**~~DEADLINE TO OBJECT TO TRANSFER~~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

**CLERK OF THE COURT**

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Banca Cassa di Risparmio di Savigliano S.p.A.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Chenavari Financial Advisors Ltd** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 58221 filed by or on behalf of seller (the "Proof of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c) and (d), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or any prior seller.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller and all filings required by the Court to evidence Seller's title to the Transferred Claims have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other allowed unsubordinated unsecured claims; (g) other than the Notice of Proposed Allowed Claim Amount dated August 24, 2011, to Seller's knowledge there are no objections to the Transferred Claims; (h) all predecessor agreements are substantially similar to this agreement; and (i) Seller is not, and shall not, prior to the recognition by the Debtor of Purchaser as the holder of the Transferred Claims, become, a PSA Creditor (as defined in the proposed Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors, dated August 31, 2011).

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the

case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than the third (3rd) business day (following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Upon receipt of the consideration for the Transferred Claims, Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event no later than the third (3<sup>rd</sup>) business day following the date hereof) to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 21<sup>st</sup> day of December 2011

SELLER

Banca Cassa di Risparmio di Savigliano S.p.A.

By:

Name: Allocò Giuseppe  
Title: Managing Director

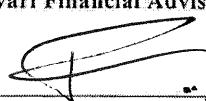
Piazza del Popolo n. 15  
12038 SAVIGLIANO (CN)  
ITALY  
Segreteria.bancacrs@legalmail.it

PURCHASER

Chenavari Financial Advisors Ltd

By:

Name:  
Title:

  
COPPEREN C  
Director

1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM

Schedule 1

Transferred Claims

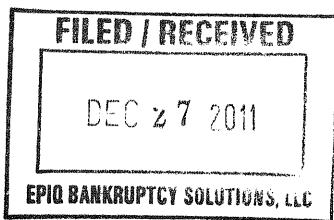
Purchased Claim

100% of XS0352310485 = USD 7,075,500.00 of USD 7,075,500.00 (the outstanding amount of XS0352310485 as described in the Proof of Claim) which equals 3.71567363% of the Proof of Claim = USD 7,075,500.00 of USD 190,423,075.43 (the claim amount of the Proof of Claim, as of the filing date).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal / Notional Amount in EUR (USD Equivalent)	Maturity	Total Accrued Amount (as of Proof of Claim Filing Date)
AREVO NOTE	XS0352310485	6049191	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000 (USD 7,075,500.00)	March 31, 2014	USD 7,075,500.00

B 210A (Form 210A) (12/09)



## UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**CHENAVARI FINANCIAL ADVISORS LTD**

Name of Transferee

**MELIORBANCA S.P.A.**

Name of Transferor

Name and Address where notices to transferee should be sent:

**Frederic Couderc**  
**Managing Director**  
**1 Grosvenor Place**  
**London SW1X 7JH**  
**UNITED KINGDOM**  
**Phone: +44-207-259-3604**  
**Email: Frederic.Couderc@chenavari.com**

Court Claim #: 46896  
Total Amount of Claim Filed: \$245,486.43  
Amount of Claim Transferred: \$172,982.34  
ISIN/CUSIP: XS0208459023  
Date Claim Filed: October 26, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_  
Transferee/Transferee's Agent

Date: December 22, 2011

Form 210B (12/09)

# United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

## NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. **46896** was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on December 22, 2011.

**MELIORBANCA S.P.A.**

Name of Alleged Transferor

**CHENAVARI FINANCIAL ADVISORS LTD**

Name of Transferee

Address of Alleged Transferor:

Address of Transferee:

**1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM**

~DEADLINE TO OBJECT TO TRANSFER~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

**CLERK OF THE COURT**

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Meliorbanca S.p.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Chenavari Financial Advisors Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the claim amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 46896 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not entitled to priority under the Bankruptcy Code and are not subordinated; (g) there have been no objections filed against Seller or Predecessor in respect of the Transferred Claims; and (h) neither the Transferred Claims nor any portion thereof is subject to any claim or right of setoff, or pending reduction, recoupment, impairment, avoidance, disallowance, or subordination, and neither Seller nor Predecessor has received any notice that the Transferred Claims are void or voidable or subject to any pending disallowance, reduction, impairment or objection of any kind.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein or (b) Seller or Predecessor seeking to implement the prior purchase as defined in paragraph 7 below between Predecessor and Seller.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. In the event that the purchase taking place prior to the Transferred Claim is not successfully completed for any reason whatsoever, any purchase price paid by the Purchaser under this Agreement and Evidence of Transfer of Claim shall be returned to the Purchaser and the delivery obligations of the Seller under this Agreement shall be cancelled.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22<sup>nd</sup> day of December 2011.

Meliorbanca S.p.A.

By: **MELIORBANCA S.p.A.**  
Name: **Enrico M. Fagioli Marzocchi**  
Title: **Amministratore Delegato**  
Via Gaetano Negri 10  
20123 Milan  
ITALY

MILAN, December 23<sup>rd</sup> 2011

Chenavari Financial Advisors Ltd

By: **COUDENE**  
Name:  
Title: **Director**  
1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM

SCHEDULE E.1

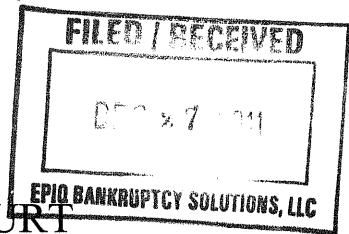
Transferred Claims

Purchased Claim 70,465,133.25%, being \$172,982.34 of \$245,486.43 (the full outstanding amount of ISIN/CUSIP XS0208459023 as described in the Proof of Claim as of December 22<sup>nd</sup> 2011 together with interest, fees, expenses and other recoveries due).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
Issue of EUR125,000,000 European Inflation Linked Notes due December 2016, Guaranteed by Lehman Brothers Holdings Inc. under the \$25,000,000,000 Euro Medium-Term Note Program	XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	100% of the ISIN/CUSIP XS0208459023 under the Proof of Claim, which is EUR120,000 (which is equivalent of USD \$172,982.34) plus all accrued interest, fees and recoveries due.	December 30, 2016

B 210A (Form 210A) (12/09)



## UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**CHENAVARI FINANCIAL ADVISORS LTD**  
Name of Transferee

**MELIORBANCA S.P.A.**  
Name of Transferor

Name and Address where notices to transferee should be sent:

**Frederic Couderc**  
**Managing Director**  
**1 Grosvenor Place**  
**London SW1X 7JH**  
**UNITED KINGDOM**  
**Phone: +44-207-259-3604**  
**Email: Frederic.Couderc@chenavari.com**

Court Claim #: 46897  
Total Amount of Claim Filed: \$2,123,388.71  
Amount of Claim Transferred: \$1,567,386.72  
ISIN/CUSIP: XS0163559841,  
XS0181945972, XS0197173643 and  
XS0211093041  
Date Claim Filed: October 26, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_  
Transferee/Transferee's Agent

Date: December 22, 2011

Form 210B (12/09)

# United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

## **NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

Claim No. **46897** was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on December 22, 2011.

**MELIORBANCA S.P.A.**

Name of Alleged Transferor

**CHENAVARI FINANCIAL ADVISORS LTD**

Name of Transferee

Address of Alleged Transferor:

Address of Transferee:

**1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM**

**~DEADLINE TO OBJECT TO TRANSFER~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

**CLERK OF THE COURT**

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Meliorbanca S.p.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Chenavari Financial Advisors Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the claim amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 46897 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not entitled to priority under the Bankruptcy Code and are not subordinated; (g) there have been no objections filed against Seller or Predecessor in respect of the Transferred Claims; and (h) neither the Transferred Claims nor any portion thereof is subject to any claim or right of setoff, or pending reduction, recoupment, impairment, avoidance, disallowance, or subordination, and neither Seller nor Predecessor has received any notice that the Transferred Claims are void or voidable or subject to any pending disallowance, reduction, impairment or objection of any kind.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein or (b) Seller or Predecessor seeking to implement the prior purchase as defined in paragraph 7 below between Predecessor and Seller.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. In the event that the purchase taking place prior to the Transferred Claim is not successfully completed for any reason whatsoever, any purchase price paid by the Purchaser under this Agreement and Evidence of Transfer of Claim shall be returned to the Purchaser and the delivery obligations of the Seller under this Agreement shall be cancelled.

8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22<sup>nd</sup> day of December 2011.

Meliorbanca S.p.A

By: \_\_\_\_\_  
Name: **MELIORBANCA S.p.A.**  
Title: **Enrico M. Fagioli Marzocchi**  
**Amministratore Delegato**  
Via Gaetano Negri 10  
20123 Milan  
ITALY

Milan, December 22<sup>nd</sup> 2011

Chenavari Financial Advisors Ltd

By: \_\_\_\_\_  
Name: **C. COOPER**  
Title: **Director**  
1 Grosvenor Place  
London SW1X 7JH  
UNITED KINGDOM

SCHEDULE I

Transferred Claims

Purchased Claim  
73,815,345.85%, being \$1,567,386.72 of \$2,123,388.71 (the full outstanding amount of ISIN/CUSIP XS0181945972, XS0197173643 and XS0211093041 as described in the Proof of Claim as of December 22<sup>nd</sup> 2011 together with interest, fees, expenses and other recoveries due).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
Issue of EUR50,000,000 Euro Inflation Linked Notes due March 2011, Guaranteed by Lehman Brothers Holdings Inc. under the \$15,000,000,000 Euro Medium-Term Note Program	XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	100% of the ISIN/CUSIP XS0163559841 under the Proof of Claim, which is EUR240,000 (which is equivalent of USD \$344,965.33) plus all accrued interest, fees and recoveries due.	March 14, 2011
Issue of EUR140,000,000 Inflation Linked Multi-Tranche Notes due January 2014, Guaranteed by Lehman Brothers Holdings Inc. under the \$18,000,000,000 Euro Medium-Term Note Program	XS0181945972	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	100% of the ISIN/CUSIP XS0181945972 under the Proof of Claim, which is EUR132,000 (which is equivalent of USD \$190,572.33) plus all accrued interest, fees and recoveries due.	January 14, 2014

Issue of EUR50,000,000 Collared Floating Rate Notes due August 2011, Guaranteed by Lehman Brothers Holdings Inc. under the \$18,000,000,000 Euro Medium-Term Note Program	XS0197173643	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	100% of the ISIN/CUSIP XS0197173643 under the Proof of Claim, which is EUR491,000 (which is equivalent of USD \$695,252.32) plus all accrued interest, fees and recoveries due.	August 12, 2011
Issue of EUR100,000,000 Euro Inflation Linked Notes due February 2015, Guaranteed by Lehman Brothers Holdings Inc. under the \$25,000,000,000 Euro Medium-Term Note Program	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	100% of the ISIN/CUSIP XS0211093041 under the Proof of Claim, which is EUR236,000 (which is equivalent of USD \$336,596.71) plus all accrued interest, fees and recoveries due.	February 16, 2015

3303

**WAYBILL**  
(Non-Negotiable)

WAYBILL / TRACKING NUMBER

<b>SERVICE LEVEL</b>		<b>ups USE</b>	<b>1+</b>															
<b>Express Plus</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>															
<b>Express</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>															
<b>Express Saver</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>															
<b>Expedited</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>															
<b>Standard</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>															
<b>SHIPMENT INFORMATION</b> <table border="1"> <tr> <td>No. Of Packages In Shipment</td> <td>Total Actual Weight kg</td> <td>DIMENSIONAL WEIGHT kg</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="3">MARK "X" IF ALL PACKAGES ARE SAME SIZE &amp; WEIGHT.</td> </tr> <tr> <td colspan="3">No. Of Packages For Which The ADDITIONAL HANDLING CHARGE APPLIES</td> </tr> <tr> <td colspan="3">LARGE PACKAGE SURCHARGE APPLIES</td> </tr> </table>				No. Of Packages In Shipment	Total Actual Weight kg	DIMENSIONAL WEIGHT kg	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MARK "X" IF ALL PACKAGES ARE SAME SIZE & WEIGHT.			No. Of Packages For Which The ADDITIONAL HANDLING CHARGE APPLIES			LARGE PACKAGE SURCHARGE APPLIES		
No. Of Packages In Shipment	Total Actual Weight kg	DIMENSIONAL WEIGHT kg																
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																
MARK "X" IF ALL PACKAGES ARE SAME SIZE & WEIGHT.																		
No. Of Packages For Which The ADDITIONAL HANDLING CHARGE APPLIES																		
LARGE PACKAGE SURCHARGE APPLIES																		
<b>RECIPIENT</b> <input type="checkbox"/> RESIDENTIAL      COUNTRY: <i>U.S.A.</i>		<b>UPS USE DELIVERY</b>	H868 902 975 2															
<b>RECIPIENT</b> <input type="checkbox"/> BUSINESS      COUNTRY: <i>U.S.A.</i>		<b>UPS USE EXPORT 2</b>	H868 902 975 2															
<b>RECIPIENT</b> <input type="checkbox"/> FARM      COUNTRY: <i>U.S.A.</i>		<b>UPS USE EXPORT 1</b>	H868 902 975 2															
<b>PAYMENT OF CHARGES</b> <table border="1"> <tr> <td><input checked="" type="checkbox"/> <b>SHIPPER (S)</b> Account No. in Section 1 <input type="checkbox"/> Credit Card (Shipper only)</td> <td><input type="checkbox"/> <b>RECEIVER (R)</b> Account No. in Section 2 <input type="checkbox"/> Third Party Company Name:</td> <td><input type="checkbox"/> <b>THIRD PARTY (T)</b></td> </tr> </table>				<input checked="" type="checkbox"/> <b>SHIPPER (S)</b> Account No. in Section 1 <input type="checkbox"/> Credit Card (Shipper only)	<input type="checkbox"/> <b>RECEIVER (R)</b> Account No. in Section 2 <input type="checkbox"/> Third Party Company Name:	<input type="checkbox"/> <b>THIRD PARTY (T)</b>												
<input checked="" type="checkbox"/> <b>SHIPPER (S)</b> Account No. in Section 1 <input type="checkbox"/> Credit Card (Shipper only)	<input type="checkbox"/> <b>RECEIVER (R)</b> Account No. in Section 2 <input type="checkbox"/> Third Party Company Name:	<input type="checkbox"/> <b>THIRD PARTY (T)</b>																
<b>BILL DUTIES &amp; TAXES To:</b> <table border="1"> <tr> <td><input type="checkbox"/> <b>SHIPPER (S)</b> Account No. in Section 1</td> <td><input type="checkbox"/> <b>RECEIVER (R)</b> Account No. in Section 2 <input type="checkbox"/> Third Party Company Name:</td> <td><input type="checkbox"/> <b>THIRD PARTY (T)</b></td> </tr> </table>				<input type="checkbox"/> <b>SHIPPER (S)</b> Account No. in Section 1	<input type="checkbox"/> <b>RECEIVER (R)</b> Account No. in Section 2 <input type="checkbox"/> Third Party Company Name:	<input type="checkbox"/> <b>THIRD PARTY (T)</b>												
<input type="checkbox"/> <b>SHIPPER (S)</b> Account No. in Section 1	<input type="checkbox"/> <b>RECEIVER (R)</b> Account No. in Section 2 <input type="checkbox"/> Third Party Company Name:	<input type="checkbox"/> <b>THIRD PARTY (T)</b>																
<b>Enter UPS Account No. (Third Party)</b> Third Party Company Name: <i>John Doe</i> Third Party Country Code: <i>US</i>																		

02690104401 Rev. 01/11 EN



01872118 08/10 SCA United Parcel Service, Louis

Information contained herein is confidential and proprietary to United Parcel Service of America, Inc. and its affiliated companies. It is intended solely for the use of the individual or entity to whom it was addressed. It is not to be copied, reproduced, distributed, or disclosed, in whole or in part, to anyone else without the express written consent of United Parcel Service of America, Inc. or its affiliated companies.